

**STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
SMALL PROCUREMENT CONTRACT**

THIS CONTRACT (the "Contract"), is made as of the ____ day of _____ by and between the STATE OF MARYLAND, acting through the DEPARTMENT OF HEALTH AND MENTAL HYGIENE ("Department"), and _____ ("Contractor") whose principal office in Maryland is _____ and whose principal business address is _____.

The parties agree as follows:

1. Scope of Contract.

(a) The Contractor shall provide the following goods or services:

Scope of Work

The Offeror awarded a contract will be required to assume responsibility for all services offered in the proposal and will be monitored by CTPC.

The successful Offeror shall:

1. Maintain the website:

- Provide website maintenance throughout contract period. Offeror shall review and update the current interactive website and ensure that the website complements and highlights the services provided by the Maryland Tobacco Quitline. A maintenance schedule will be decided and agreed upon by the selected Offeror and the Contract Monitor within 2 weeks of award. Current areas in need of constant updates include, but are not limited to: homepage, events, news and announcements. The Offeror shall anticipate updating at least one of these areas on a weekly basis.

- Compose, edit and proof content throughout the contract period. Website content should be written and presented in language and style of fifth grade reading level.

- Outline and implement strategies for keeping the website contemporary, informative, attractive, and engaging to Maryland residents including tobacco users and providers.

- After reviewing the current website, consult with the Contract Monitor about any additions or deletions within the current website.

2. Develop and Design Elements:

- Describe and implement interactive activities and features. A redesign of the website style is not desired (i.e., homepage, structure of pages), however the Offeror shall be responsible for enhancements. Offeror may consider developing features that make the site attractive, informative and contemporary, including social media initiatives, with the understanding that the Offeror will be promoting and regularly monitoring such features. All recommended features must be reflected in the submitted budget. In addition, Offeror may consider providing a stipend for residents featured on the site who have quit using tobacco through DHMH funded programs.

3. Provide a Communication/Promotion Plan:

- Assist with implementing low-cost strategies to promote the website and service of the QL.
- Provide consultation and description to Contract Monitor regarding promotion of the website and ways to attract residents and providers to the site.
- Consult with Contract Monitor for ways of streamlining communication with groups through the website.

4. Manage the website:

- Coordinate current administrator tools (i.e., analytics, and website database). Suggestions for managing these important tools efficiently should be included.
- Provide monthly evaluation data to the Contract Monitor, including methods for analysis and tracking of web user statistics and for assessing progress toward achieving the stated goals.
- Sustain and update security features for website.

*Please note: All content and materials must be approved by the Contract Monitor prior to posting online.

Ownership and Rights of Materials

Work produced as a result of this solicitation is and shall remain the sole property of the Department. The selected Offeror agrees that, at all times during the term of this contract and thereafter, the works created and services performed shall be “works made for hire” as that term is interpreted under the federal copyright law. All materials developed will remain the property of the State of Maryland.

Mandatory Requirements

This solicitation has been designated as a Small Business Reserve (SBR). You must be registered as an SBR in order to submit a proposal. Failure to supply your SBR number on the Bid Form will deem you as non-responsive.

The scope of work or solicitation dated _____ is attached and incorporated by reference as Exhibit _____. The Contractor’s bid or proposal dated _____ is attached and incorporated by references as Exhibit _____. If there is any conflict between this Contract and any exhibits incorporated by reference, the terms of this Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision: Exhibit A – the scope of work or solicitation and Exhibit B – the Contractor’s bid or proposal.

(b) **Changes.** This Contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).

2. Term of Contract. The term of this Contract shall be for the period of _____, 20__ through _____, 20__.

3. Compensation and Method of Payment.

a. Compensation. The total compensation for services to be rendered by the Contractor shall not exceed \$12,000

b. Method of Payment. The Department shall pay the Contractor no later than thirty (30) days after the Department receives a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.

c. Tax Identification Number. The Contractor's Federal Tax Identification Number is _____. The Contractor's Social Security Number is _____ (Individual Contractor Only). Contractor's Federal Tax Identification Number (or Social Security Number - Individual Contractor Only) shall appear on all invoices submitted by the Contractor to the Department for payment.

d. Invoicing. All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall be submitted in triplicate no later than the 15th of the month for the preceding calendar month. All invoices shall include the following information:

- Contractor name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information can not be processed for payment until the Contractor provides the required information.

4. Contract Monitor. The Department designates _____ to serve as Contract Monitor for this Contract. All contact between the Department and the Contractor regarding all matters relative to this Contract shall be coordinated through the Contract Monitor.

5. Disputes. Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

6. Termination for Convenience. The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).

7. Termination for Default. If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

8. Termination for Nonappropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

9. Non-Discrimination in Employment. The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.

10. Maryland Law Prevails. The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.

11. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

STATE OF MARYLAND
DEPARTMENT OF HEALTH AND
MENTAL HYGIENE

_____ (Seal)	_____
By:	By:
(Printed Name and Title)	Michael J. Trombetta, Procurement Officer (Printed Name and Title)

_____	_____
Date	Date

Attachments: Exhibit A: Scope of Work or Solicitation
Exhibit B: Bid or Proposal

Form Approved: 2/2012